

Conditions of installation , installation prices effective as of March 01, 2014**1. General**

1.1 The following conditions and price determinations apply - together with our General Terms and Conditions - to arranged installations and contractually defined products outside of our factory. Other conditions are not subject matters of contract even in case of absence of an explicit contradiction on our part. An additional agreement before and during the conclusion of the contract can be appointed to only by means of an immediate written confirmation.

2. Preparation and supply duties of the customer

- 2.1 The duty of care on the installation site is to be provided by the customer. The customer is obliged to enable an accident-free performance of the assembly for us. It includes observance of all relevant regulations for occupational safety and health and accident prevention regulations.
- 2.2 The customer is obliged to meet the following requirements on site at his own cost:
- a) Preparation of the site to enable free installation.
 - b) Supply of power, water, heating, light and required connections.
 - c) Provision of all additional workers necessary to carry out the installation in the required time.
 - d) Completion of all earth, construction and installation works before assembling starts.
 - e) Provision of necessary equipment, heavy tools and articles.
 - f) Provision of lockable rooms to keep the tools and the clothing of the assemblers, and of an appropriate washing facility.
 - g) Transportation of the assembly parts to the installation site. Protection of the parts and material against any kind of damage.
 - h) Other support of our assemblers during the process of assembly if objectively justified.
- 2.3 The customer must ensure that technical assistance is available so that installation can be started immediately after arrival of the assemblers and is carried out without delay until completion and acceptance through the customer. The by the customer provided additional workers will be instructed by our person incharge. We are neither responsible for the assistance nor for the additional workers.
- 2.4 Any comments made by our assemblers are only binding on us if confirmed by us in writing.

3. Prices for installation

- 3.1 In case no fixed prices are arranged, hourly wage rates for installations will be calculated as follows:
- a) Engineers as well as employees on the same level Euro 99.50
 - b) Service technicians Euro 59.00
- 3.2 The hourly wage rates apply to each time spent for working, waiting, travelling. Full working time is 38.5 hours per week and 7.7 hours per day from Monday to Friday.
- 3.3 It's our decision to calculate additionally for extra, night work and work on Saturday or Sunday or holiday the following surcharges:
- 25 % - 1st to 6th extra working hour per week or as of the 9th hour per day
 - 40 % - as of the 7th extra working hour per week or for Saturday work
 - 50 % - from 8 p.m. to 6 a.m. Saturday and Sunday work
 - 100 % - holiday working hours, if the holiday is a Sunday
 - 125 % - holiday working hours if the holiday is a week-day
- 3.4 Beside the hourly wage rates and surcharges a remote compensation of 5.00 Euro for each hour of absence from the factory will be charged. A compensation will also be paid for the duration of a temporary disablement caused by an accident.
- 3.5 For installation trips, we are entitled to select the means of transportation. If a motor vehicle is used, the mileage will be charged with 0.75 Euro. Mileage allowance for the daily trip from the hotel to the installation site and vice versa will be charged according to the aforementioned rates.
- 3.6 Overnight stays will be charged with a flat rate of 79.00 Euro; the actual costs will be charged in case of higher costs.
- 3.7 Extra payments for extremely difficult, high-altitude or dirty work, etc. will be charged as they occur, according to the contractual regulations or the relevant local conditions. If no agreement is reached, we are entitled to determine allowances in its equitable discretion according to § 315 of the German Civil Code.

4. Terms of billing and payment

- 4.1 The customer must confirm the working time and output (on request everyday) in writing to our authorized representative. The installation costs accumulated will be charged on the basis of these confirmed working records.
- 4.2 We are entitled to demand instalments for the provided services on every third day of the assembly.
- 4.3 Our installation invoices are subject to payment on receipt without discount. Unless the customer has undisputed counterclaims, he shall neither be entitled to offset nor to withhold payments.
- 4.4 If the customer voluntarily pays our assemblers in cash of kind without our agreement in writing at the time of accepting the order, this cannot be taken into account on the invoice.